



# U.S. ENVIRONMENTAL PROTECTION AGENCY

## Cooperative Agreement

GRANT NUMBER (FAIN): 97250719

MODIFICATION NUMBER: 0

PROGRAM CODE: V

DATE OF AWARD

08/19/2019

TYPE OF ACTION

New

MAILING DATE

08/26/2019

PAYMENT METHOD:

Advance

ACH#

20047

**RECIPIENT TYPE:**

State

**Send Payment Request to:**

Las Vegas Finance Center

**RECIPIENT:**

New Jersey Dept of Environmental Protection

440 East State St., P.O. Box 420

Trenton, NJ 08625-0420

EIN: 21-6000928

New Jersey Dept of Environmental Protection

440 East State St., P.O. Box 420

Trenton, NJ 08625-0420

**PROJECT MANAGER**

Fred Mumford

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**EPA PROJECT OFFICER**

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**EPA GRANT SPECIALIST**

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**PROJECT TITLE AND DESCRIPTION**

Multi-Site Support Agency Cooperative Agreement

This agreement may fund the participation of the recipient in activities including but not limited to the review of remedial investigation and feasibility studies, proposed plans, and records of decision at Superfund sites in New Jersey when the Environmental Protection Agency, EPA, is the lead agency for remedial action. This can also include review of information, attending site-related meetings and participating in five-year reviews.

**BUDGET PERIOD**

10/01/2019 - 09/30/2020

**PROJECT PERIOD**

10/01/2019 - 09/30/2020

**TOTAL BUDGET PERIOD COST**

\$400,000.00

**TOTAL PROJECT PERIOD COST**

\$400,000.00

## NOTICE OF AWARD

Based on your Application dated 05/10/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$400,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$400,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

**ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)****ORGANIZATION / ADDRESS**

Grants and Audit Management Branch

290 Broadway, 27th Floor

New York, NY 10007-1866

**AWARD APPROVAL OFFICE****ORGANIZATION / ADDRESS**

U.S. EPA, Region 2

Superfund and Emergency Management Division

290 Broadway

New York, NY 10007-1866

**THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY**

Digital signature applied by EPA Award Official Richard Manna - Director

**DATE**

08/19/2019

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## Budget Summary Page

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$221,479
<b>2. Fringe Benefits</b>	\$108,636
<b>3. Travel</b>	\$0
<b>4. Equipment</b>	\$0
<b>5. Supplies</b>	\$0
<b>6. Contractual</b>	\$0
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$0
<b>9. Total Direct Charges</b>	\$330,115
<b>10. Indirect Costs: % Base</b>	\$69,885
<b>11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)</b>	\$400,000
<b>12. Total Approved Assistance Amount</b>	\$400,000
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$400,000
<b>15. Total EPA Amount Awarded To Date</b>	\$400,000

## **Administrative Conditions**

### **GENERAL TERMS AND CONDITIONS**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

### **GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS**

#### **A. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)**

##### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

##### **REPORTING PROVISION**

MBE/WBE reporting is required annually for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category, that exceed the **updated** threshold amount of \$250,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award does not meet the condition above and is not subject to the reporting requirements of the Disadvantaged Business Enterprise (DBE) Program. However, if during the performance of the award the total of all funds expended for direct procurement by the recipient and procurement under subawards or loans in the "Other" category exceeds \$250,000, annual reports will be required in accordance with the reporting paragraph below and you are required to notify your grant specialist for additional instructions.

The recipient also agrees to request prior approval from EPA for procurements that may activate DBE Program reporting requirements.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Efforts requirements as described in 40 CFR Part 33 Subpart C and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

##### **MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E**

When required, MBE/WBE reports must be submitted annually. The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$250,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the Region 2 Grants Office's central mailbox ( [Region2\\_GrantApplicationBox@epa.gov](mailto:Region2_GrantApplicationBox@epa.gov)) with a courtesy copy to the grants specialist. The current EPA Form 5700-52A can be found at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm) <http://www.epa.gov/grants/epa-grantee-forms>

##### **FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives

requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

### **Current Fair Share Objective/Goal**

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The **New Jersey Department of Environmental Protection** has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

- for New Jersey MBE: Construction: 5.3%
- for New Jersey WBE: Construction: 12.6%
  
- for New Jersey MBE: Equipment, Supplies and Services: 1.1%
- for New Jersey WBE: Equipment, Supplies and Services: 3.4%

### **Negotiating Fair Share Objectives/Goals**

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

### **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

### **BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

## **B. INTERIM FEDERAL FINANCIAL REPORT AND CLOSE-OUT INSTRUCTIONS**

### **1. Interim Federal Financial Reports (FFRs)**

Pursuant to 2 CFR 200.327, EPA recipients shall submit an interim annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the anniversary of the start date of the

agreement. The FFR must be emailed to [LVFC-grants@epa.gov](mailto:LVFC-grants@epa.gov); the Grants and Audit Management Branch at [Region2\\_GrantApplicationBox@epa.gov](mailto:Region2_GrantApplicationBox@epa.gov); the EPA Grants Specialist and EPA Project Officer. All email attachments must be sent in pdf format. Documents emailed to us in any other format will not be accepted.

EPA may take enforcement actions in accordance with 2 CFR 200.338 if the recipient does not comply with this term and condition.

## 2. Closeout

The Administrative Closeout Phase for this grant will be initiated with the submission of a "final" FFR, in accordance with 2 CFR 200.343. At that time, the recipient must submit the final FFR by email to [LVFC-grants@epa.gov](mailto:LVFC-grants@epa.gov). A courtesy copy of the final FFR and other forms can be submitted to the Grants and Audit Management Branch via email to [Region2\\_GrantApplicationBox@epa.gov](mailto:Region2_GrantApplicationBox@epa.gov), if applicable below:

- Federally Owned Property Report
- An Inventory of all Property Acquired with federal funds
- Contractor's or Grantee's Invention Disclosure Report (EPA Form 3340-3)

## C. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a written justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the administrative and programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no cost time extension request.

The extension request must be submitted to the EPA-Grants and Audit Management Branch via email to [Region2\\_GrantApplicationBox@epa.gov](mailto:Region2_GrantApplicationBox@epa.gov) and the EPA Grants Specialist. An interim FFR (SF-425) covering all expenditures and obligations to date, must be emailed to the Las Vegas Finance Office at [LVFC-grants@epa.gov](mailto:LVFC-grants@epa.gov); the Grants and Audit Management Branch at [Region2\\_GrantApplicationBox@epa.gov](mailto:Region2_GrantApplicationBox@epa.gov); the EPA Grants Specialist and the EPA Project Officer. All email attachments must be sent in pdf format. Documents emailed to us in any other format will not be accepted.

## **Programmatic Conditions**

### **Programmatic Term and Condition Sections for Superfund Support Agency Cooperative Agreements**

#### **A. Financial Management**

##### **1. Accounting requirements**

The recipient's system must track expenses by site, activity, and, operable unit, as applicable, according to object class. The system must also provide control, accountability, and an assurance that funds, property, and other assets are used only for their authorized purposes. The recipient must allow an EPA review of the adequacy of the financial management system as described in 2 CFR § 200.302. The recipient's systems must comply with the appropriate allowable cost principles described in 2 CFR part 200 Subpart E—Cost Principles. The accounting system must use actual costs as the basis of all reports of direct site charges.

##### **2. Procurement**

- a. The recipient shall comply with procurement standards described in 2 CFR § 200.317 through 200.326 and 2 CFR § 1500.
- b. The recipient must require each prospective contractor to provide with its bid or proposal: Information on its financial and business relationship with all potentially responsible parties (PRPs) at the site and with the contractor's parent companies, subsidiaries, affiliates, subcontractors, or current clients at the site. This disclosure requirement encompasses past financial and business relationships, including services related to any proposed or pending litigation, with such parties.
- c. The recipient must require its contractor to comply with the requirements in E.1. regarding accounting standards, G4. regarding usage rate, G6. regarding property management standards, and F1-F2. regarding project records and retention.

d. Per 40 CFR § 35.6565, the recipient must obtain the award official's approval to use a procurement method other than the sealed bid method.

## B. Records Management

### 1. Project records

The lead agency for the response action must compile and maintain an administrative record consistent with CERCLA § 113, the National Contingency Plan, and relevant EPA policy and guidance. In addition, recipients of assistance (whether lead or support agency) are responsible for maintaining project files described as follows. The recipient must maintain project records by site, activity, and operable unit, as applicable.

a. *Financial records.* The recipient must maintain records which support the following items: (1) Amount of funds received and expended; and (2) Direct and indirect project cost.

b. *Property records.* The recipient must maintain records which support the following items: (1) Description of the property; (2) Manufacturer's serial number, model number, or other identification number; (3) Source of the property, including the assistance identification number; (4) Information regarding whether the title is vested in the recipient or EPA; (5) Unit acquisition date and cost; (6) Percentage of EPA's interest; (7) Location, use and condition (by site, activity, and operable unit, as applicable) and the date this information was recorded; and (8) Ultimate disposition data, including the sales price or the method used to determine the price, or the method used to determine the value of EPA's interest for which the recipient compensates EPA in accordance with section G7.

c. *Procurement records.* (1) *General.* The recipient must maintain records which support the following items and must make them available to the public: (i) The reasons for rejecting any or all bids; and (ii) The justification for a procurement made on a noncompetitively negotiated basis. (2) *Procurements in excess of the simplified acquisition threshold.* The recipient's records and files for procurements in excess of the simplified acquisition threshold must include the following information: (i) The basis for contractor selection; (ii) A written justification for selecting the procurement method; (iii) A written justification for use of any specification which does not provide for maximum free and open competition; (iv) A written justification for the choice of contract type; and (v) The basis for award cost or price, including a copy of the cost or price analysis made in accordance with 40 CFR §35.6585 and documentation of negotiations. d. *Other records.* The recipient must maintain records which support the following items: (1) Time and attendance records and supporting documentation; (2) Documentation of compliance with statutes and regulations that apply to the project.

### 2. Retention

a. This requirement applies to all financial and programmatic records, supporting documents, statistical records, and other records which are required to be maintained by the terms, program regulations, or the Cooperative Agreement, or are otherwise reasonably considered as pertinent to program regulations or the Cooperative Agreement.

b. *Length of retention period.* The recipient must maintain all records for 10 years following submission of the final Financial Status Report unless otherwise directed by the EPA award official and must obtain written approval from the EPA award official before destroying any records. If any litigation, claim, negotiation, audit, cost recovery, or other action involving the records has been started before the expiration of the ten-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

c. *Substitution of an unalterable electronic format.* An unalterable electronic format, acceptable to EPA, may be substituted for the original records. The copying of any unalterable electronic format must be performed in accordance with the technical regulations concerning Federal Government records (36 CFR parts 1220 through 1234) and EPA records management requirements.

d. *Starting date of retention period.* The recipient must comply with the requirements regarding the starting dates for records retention described in 2 CFR §1500.6.

### 3. Access

a. The recipient must comply with the requirements regarding records access described in 2 CFR § 200.336.

b. *Availability of records.* The recipient must, with the exception of certain policy, deliberative, and enforcement documents which may be held confidential, ensure that all files are available to the public.

c. *Contractor requirements.* The recipient must require its contractor to comply with the requirements

## **C. Property Requirements**

### **1. General Acquisition and Use Requirements**

The recipient must acquire the property during the approved project period. The recipient must:

- a. Charge property costs by site, activity, and operable unit, as applicable.
- b. Document the use of the property by site, activity, and operable unit, as applicable
- c. Solicit and follow EPA's instructions on the disposal of any property (see section C7)

### **2. Supplies and Equipment**

The recipient must agree to comply with the requirements in the sections below.

### **3. Alternative Methods for Obtaining Property**

a. Purchase equipment with recipient funds. The recipient may purchase equipment with the recipient's own funds and may charge EPA a fee for using equipment on a CERCLA-funded project. The fee must be based on a usage rate, subject to the usage rate requirements in Section C4 (40 CFR § 35.6320).

b. Borrow federally owned property. The recipient may borrow federally owned property, except for motor vehicles, for use on CERCLA-funded projects. The loan of the federally owned property may only extend through the project period. At the end of the project period, or when the federally owned property is no longer needed for the project, the recipient must return the property to the Federal Government.

c. Lease, use contractor services, or purchase with CERCLA funds.

To acquire equipment through lease, use of contractor services, or purchase with CERCLA funds, the recipient must conduct and document a cost comparison analysis to determine which of these methods of obtaining equipment is the most cost effective. To obtain the equipment, the recipient must submit documentation of the cost comparison analysis to EPA for approval. The recipient must obtain the equipment through the most cost-effective method, subject to the following requirements:

(1) Lease or rent equipment. If it is the most cost-effective method of acquisition, the recipient may lease or rent equipment, subject only to the requirements in C1. (40 CFR § 35.6300).

(2) Use contractor services.

(i) If it is the most cost-effective method of acquisition, the recipient may hire the services of a contractor.

(ii) The recipient must obtain award official approval before authorizing the contractor to purchase equipment with CERCLA funds. (See Section C5 regarding the title and vested interest of equipment purchased with CERCLA funds). This does not apply for recipients who have used the sealed bids method of procurement.

(iii) The recipient must require the contractor to allocate the cost of the contractor services by site, activity, and operable unit, as applicable.

(3) Purchase equipment with CERCLA funds. If equipment purchase is the most cost-effective method of obtaining the equipment, the recipient may purchase the equipment with CERCLA funds. To purchase equipment with CERCLA funds, the recipient must comply with the following requirements:

(i) The recipient must include in the Cooperative Agreement application a list of all items of equipment to be purchased with CERCLA funds, with the price of each item.

(ii) If the equipment is to be used on sites, the recipient must allocate the cost of the equipment by site, activity, and operable unit, as applicable, by applying a usage rate subject to the usage rate requirements (see section C4).

(iii) The recipient may not use CERCLA funds to purchase a transportable or mobile treatment system.

### **4. Usage rate.**

a. Usage rate approval. To charge EPA a fee for use of equipment purchased with recipient funds or to allocate the cost of equipment by site, activity, and operable unit, as applicable, the recipient must apply a usage rate. The recipient must submit documentation of the usage rate computation to EPA.



The EPA-approved usage rate must be included in the Cooperative Agreement before the recipient incurs these equipment costs.

b. Usage rate application. The recipient must record the use of the equipment by site, activity, and operable unit, as applicable, and must apply the usage rate to calculate equipment charges by site, activity, and operable unit, as applicable.

## **5. Title and EPA interest in CERCLA-funded Property and Federally Owned Property**

a. EPA's interest in CERCLA-funded property. EPA has an interest (the percentage of EPA's participation in the total award) in both equipment and supplies purchased with CERCLA funds.

b. Title in CERCLA-funded property. Title in both equipment and supplies purchased with CERCLA funds vests in the recipient.

c. Right to transfer title. EPA retains the right to transfer title of all property purchased with CERCLA funds to the Federal Government or a third party within 120 calendar days after project completion or at the time of disposal.

d. Title to all federally owned property vests in the Federal Government and when is no longer needed, the recipient must inform EPA that the property is available for return. EPA will send disposition instructions.

## **6. Property Management Standards**

The recipient must comply with the following property management standards for property purchased with CERCLA funds. The recipient may use its own property management system if it meets the following standards.

a. Property records for CERCLA-funded property which include the contents specified in Section **F.1.b.**

b. A control system that ensures adequate safeguards for prevention of loss, damage, or theft of the property. The recipient must make provisions for the thorough investigation and documentation of any loss, damage, or theft.

c. Procedures to ensure maintenance of the property are in good condition and periodic calibration of the instruments used for precision measurements.

d. Sales procedures to ensure the highest possible return, if the recipient is authorized to sell the property

e. Provisions for financial control and accounting in the financial management system of all equipment.

f. Identification of all federally owned property.

## **7. Disposal of CERCLA funded property and Federally owned property**

a. **Equipment:** For equipment that is no longer needed, or at the end of the project period, whichever is earlier, the recipient must:

(1) Analyze two alternatives: The cost of leaving the equipment in place, and the cost of removing the equipment and disposing of it in another manner.

(2) Document the analysis of the two alternatives in the inventory report. See section D2. regarding requirements for the inventory report. If it is most cost-effective to remove the equipment and dispose of it in another manner. If the equipment has a residual fair market value of \$5,000 or more, the recipient must request disposition instructions from EPA in the inventory report. If the equipment has a residual fair market value of less than \$5,000, the recipient may retain the equipment for the recipient's use on another CERCLA site. If, however, there is any remaining residual value at the time of final disposition, the recipient must reimburse the Hazardous Substance Superfund for EPA's vested interest in the current fair market value of the equipment at the time of disposition. If it is most cost-effective to leave the equipment in place, recommend in the inventory report that the equipment be left in place.

(3) Submit the inventory report to EPA, even if EPA has stopped supporting the project.

(4) The following disposal options are available: (i) Use the equipment on another CERCLA project and reimburse the original project for the fair market value of the equipment; (ii) If both the recipient and EPA concur, keep the equipment and reimburse the Hazardous Substance Superfund for EPA's interest in the current fair market value of the equipment; (iii) Sell the equipment and reimburse the Hazardous Substance Superfund for EPA's interest in the current fair market value of the equipment, less any reasonable selling expenses; or (iv) Return the equipment to EPA and, if applicable, EPA will reimburse the recipient for the recipient's

proportionate share in the current fair market value of the equipment.

b. **Supplies:** If supplies have an aggregate fair market value of \$5,000 or more at the end of the project period, the recipient must take one of the following actions at the direction of EPA:

- (1) Use the supplies on another CERCLA project and reimburse the original project for the fair market value of the supplies.
- (2) If both the recipient and EPA concur, keep the supplies and reimburse the Hazardous Substance Superfund for EPA's interest in the current fair market value of the supplies.
- (3) Sell the supplies and reimburse the Hazardous Substance Superfund for EPA's interest in the current fair market value of the supplies, less any reasonable selling expenses.
- (4) If the supplies remaining at the end of the project period have an aggregate fair market value of less than \$5,000, the recipient may keep the supplies to use on another CERCLA project. If the recipient cannot use the supplies on another CERCLA project, then the recipient may keep or sell the supplies without reimbursing the Hazardous Substance Superfund.

c. When federally owned property is no longer needed, or at the end of the project, the recipient must inform EPA that the property is available for return to the Federal Government. EPA will send disposition instructions to the recipient.

## **D. Reports**

### **1. Progress**

Recipient agrees to provide the following progress reports:

Quarterly progress reports and a final progress report on all activities identified in the workplan in accordance with 40 CFR 35.6650. These reports will contain at a minimum:

- a) an explanation of work accomplished during the reporting period, delays, or other problems, if any, and a description of the corrective measures that are planned. The recipient agrees to inform the EPA Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
  - b) a comparison of the percentage of the project completed to the project schedule, and an explanation of significant discrepancies.
  - c) a comparison of the estimated funds spent to date to planned expenditures and an explanation of significant discrepancies per task.
- The quarterly progress reports shall be due within 60 days of the reporting period; the final progress report is due 90 days after the expiration or termination of the cooperative agreement. The progress reports are to be submitted electronically to the EPA Project Officer via e-mail.
- d) Reporting Periods: the reporting periods shall be defined according to the federal fiscal cycle.

Quarterly reports shall cover the periods:

October 1 - December 31

January 1 - March 31

April 1 - June 30

July 1 -- September 30

The first report shall cover the period from the start date of the award to the end of the first reporting cycle.

### **2. Inventory**

a. CERCLA-funded property.

(1) Content. The report must contain the following information:

- (a) Classification and value of remaining supplies.
- (b) Description of all equipment purchased with CERCLA funds, including its current condition.
- (c) Verification of the current use and continued need for the equipment by site, activity, and operable unit, as applicable.
- (d) Notification of any property which has been stolen or vandalized.

- (e) A request for disposition instructions for any equipment no longer needed on the project.
- (2) Reporting frequency. The recipient must submit an inventory report to EPA at the following times:
  - (a) Within 90 days after completing any CERCLA-funded project or any response activity at a site.
  - (b) When the equipment is no longer needed for any CERCLA-funded project or any response activity at a site.
- b. Federally owned property.
  - (1) Content. The recipient must include the following information for each federally owned item in the inventory report:
    - (a) Description.
    - (b) Decal number.
    - (c) Current condition.
    - (d) Request for disposition instructions.
  - (2) Reporting frequency. The recipient must submit an inventory report to the appropriate EPA property accountable officer at the following times:
    - (a) Annually, due to EPA on the anniversary date of the award.
    - (b) When the property is no longer needed.
    - (c) Within 90 days after the end of the project period.

## E. Competency Policy

### **Competency of Organizations Generating Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements.

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at

<https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

## F. Cybersecurity

### State Grant Cybersecurity

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

- (2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the

recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

## **G. Closeout**

In addition to Agency requirements, closeout of a Cooperative Agreement, or an activity under a Cooperative Agreement, can take place in the following situations:

1. After all activities under a Cooperative Agreement have been completed.
2. Upon termination of the Cooperative Agreement.

The recipient must comply with the closeout requirements described in 2 CFR § 200.343 and §200.344. After closeout, EPA may monitor the recipients' compliance required by CERCLA §104(c) and addressed in 40 CFR § 300.510(c)(1) of the NCP.

## **H. Third-Party Benefits**

This Agreement is intended to benefit only the recipient and the EPA. It extends no benefit or rights to any part not a signatory to this Agreement. In addition, EPA does not assume any rights to third parties with respect to losses due to bodily injury or property damages that exceed the limitations contained in the provisions of 28 U.S.C. Section 1346(b), 2671-2680. To the extent permitted by State law, the recipient does not assume liability to any third parties with respect to losses due to bodily injury or property damage.

## **I. Substantial Involvement**

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

- 1.) monthly telephone calls and other monitoring,
- 2.) reviewing project phases and providing approval to continue to the next phase,
- 3.) reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
- 4.) approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy).
- 5.) reviewing and commenting on the programmatic progress reports
- 6) Consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual).
- 7.) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.

## **J. REQUIREMENTS FOR ACCOUNTING FOR COSTS AND REQUESTING PAYMENT**

Funds under this Cooperative Agreement have been awarded in a lump sum, using a non-site-specific account identifier (e.g., Site/Project identifies "02WQMA00"). However, drawdowns may not be made using this identifier; for drawdown purposes, the following site-, activity-, and/or operable unit-specific identifiers must be used, corresponding to the sites, activities and/or operable units for which costs were incurred:

### **SITE NAME / OPERABLE UNIT Activity Site/Proj**

AO Polymer RA/LTRA 02L3MA00  
Bog Creek RD 0253MA00  
Bog Creek RA/LTRA 0253MA00  
Brick RD 0254MA00  
Brick RA 0254MA00  
Chemical Insecticide (gw) RD 0294MA00  
Chemical Insecticide (gw) RA 0294MA00  
Chemical Leaman OU2 (Soil) RD 02B4MA00  
Chemical Leaman OU2 (Soil) RA 02B4MA00  
Chemsol RI/FS 02C3MA00  
Chemsol RD 02C3MA00  
Ciba Geigy RA 0287MA00  
Cinnaminson (OU3) RI/FS 02F7MA00  
Cinnaminson (OU1) RA 02F7MA00  
Cornell Dublier (residences) RD 02GZMA00  
Cornell Dublier (residences) RA 02GZMA00

Cornell Dublier (facility) RA 02GZMA00  
Cornell Dublier (facility) RD 02GZMA00  
Cornell Dublier (OU4) RI/FS 02GZMA00  
Cornell Dublier (OU4) RD 02GZMA00  
Cosden Chemical (OU2) Soil RA 02P8MA00  
Cosden Chemical (OU3) GW RD 02P8MA00  
Cosden Chemical (OU3) GW RA 02P8MA00  
CPS Madison RI/FS 0283MA00  
D'Imperio RA/LTRA 0221MA00  
Diamond Head Oil RI/FS 02KKMA00  
Diamond Head Oil RD 02KKMA00  
Dismal Swamp (aka) Woodbrook Rd) RI/FS 02NXMA00  
Dismal Swamp (aka) Woodbrook Rd) RD 02NXMA00  
Dover Municipal Well Source (OU2) RD 02W1MA00  
Dover Municipal Well Source (OU2) RA 02W1MA00  
Emmell's Septic (OU2) RD 02JWMA00  
Emmell's Septic (OU2) RA 02JWMA00  
Emmell's Septic (OU1) RD 02JWMA00  
Emmell's Septic (OU1) RA 02JWMA00  
Fried Industries (GW) RD 02D1MA00  
Fried Industries (GW) RA/LTRA 02D1MA00  
Garden State Cleaners RA/LTRA 023RMA00  
Garfield Chromium RD A227MA00  
Garfield Chromium RA A227MA00  
Horseshoe Road Soils and GW & sediments RD 02BTMA00  
Horseshoe Road Soils RA 02BTMA00  
Iceland Coin Laundry RA 02MPMA00  
Imperial Oil RA 0286MA00  
Kauffman & Minter RD 021RMA00  
Kauffman & Minter RA 021RMA00  
Kil-Tone RI/FS A24NMA00  
King of Prussia RA/LTRA 0215MA00  
LCP Chemicals RD 02HUMA00  
Lightman Drum RD 02MSMA00  
Lightman Drum RA 02MSMA00  
Martin Aaron RD 02MNMA00  
Martin Aaron RA 02MNMA00  
Matteo (OU1) RI/FS 02KDMA00  
Matteo (OU2) RD 02KDMA00  
Matteo (OU2) RI/FS 02KDMA00  
Maywood Chemical RI/FS 0219MA00  
Maywood Chemical RD 0219MA00  
Metaltec RA/LTRA 0241MA00  
Monitor Devices RD 02N4MA00  
Monitor Devices RA 02N4MA00  
Montgomery Township RA/LTRA 0290MA00  
NL Industries RD 0261MA00  
NL Industries RA 0261MA00  
Nascolite (GW) RA/LTRA 02C6MA00  
Pierson's Creek RI/FS 02MVMA00  
Pohatcong Valley (OU1) RD 023JMA00  
Pohatcong Valley (OU1) RA 023JMA00  
Pohatcong Valley (OU2) RD 023JMA00  
Pohatcong Valley (OU2) RA 023JMA00  
Pohatcong Valley (OU3) RI/FS 023JMA00  
Puchak (OU1) RA 02JLMA00  
Puchak (OU2) RD 02JLMA00  
Quanta Resources (OU1, OU2) RI/FS 025XMA00  
Quanta Resources (OU1) RD 025XMA00  
Radiation Technology RD 02X5MA00  
Radiation Technology RA 02X5MA00  
Radiation Technology (OU3) RI/FS 02X5MA00  
Raritan Bay Slag RI/FS A205MA00  
Raritan Bay Slag RD A205MA00  
Reich Farms RA 0249MA00  
Ringwood Mines RI/FS 0262MA00  
Riverside RI/FS 02PCMA00  
Rockaway Borough GW PRP lead RA 0281MA00  
Rockaway Borough GW Fund lead RA 0281MA00

Rockaway Borough Soil RD 0281MA00  
Rockaway Borough Soil RA 0281MA00  
Rockaway Borough (soil-Lusardi) RD 0281MA00  
Rocky Hill RA/LTRA 0264MA00  
Roebbling Steel OU3 (Slag Area) RD 0291MA00  
Roebbling Steel OU3 (Slag Area) RA 0291MA00  
Roebbling Steel OU5 (GW-soils) RD 0291MA00  
Roebbling Steel OU5 (GW-soils) RA 0291MA00  
Roebbling Steel OU4 RA 0291MA00  
Rolling Knolls LF RI/FS 02QLMA00  
Route 561 Dump RI/FS 02FSMA00  
Route 561 Dump RD 02FSMA00  
SCP Carlstadt (OU2 GW) RI/FS 0265MA00  
SCP Carlstadt (OU2 GW) RD 0265MA00  
SCP Carlstadt (OU1 soils) RA 0265MA00  
Sherwin Williams/Hilliards Creek RI/FS 02QNMA00  
S. Jersey Clothing RA/LTRA 023SMA00  
Standard Chlorine RI/FS 02RMMA00  
Swope Oil (OU3-GW) RI/FS 0232MA00  
Swope Oil (OU3-GW) RD 0232MA00  
Swope Oil (OU3-GW and cap) RA 0232MA00  
Syncon RD 0233MA00  
Syncon RA 0233MA00  
U.S. Avenue Burn Site RI/FS 02GEMA00  
U.S. Avenue Burn Site RD 02GEMA00  
Unimatic RI/FS A21UMA00  
Vineland Chemical GW RA 02B8MA00  
Vineland Chemical river and lake RD 02B8MA00  
Welsbach/GGM RD 028UMA00  
Welsbach/GGM RA 028UMA00  
White Chemical Soil RD 026JMA00  
White Chemical Soil RA 026JMA00  
White Chemical GW RD 026JMA00  
White Chemical GW RA 026JMA00  
White Swan Laundry and Cleaners RI/FS 02RXMA00  
White Swan Laundry and Cleaners RD 02RXMA00  
Zschiegner Refining RA 028EMA001.